

**Zoning Public Hearing
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**



**AGENDA ITEM NO.: Z-10
AGENDA DATE: Thu 02/16/2006
PAGE: 1 of 1**

SUBJECT: C14-87-030B(RCT) - 37th Street Medical Office - Conduct a public hearing and approve a restrictive covenant termination for the property locally known as 805 West 37th Street (Shoal Creek Watershed). Planning Commission recommendation: To approve the restrictive covenant termination. Applicant: CAMCO Building II, Ltd. (J. David Trotter). Agent: Consort Inc. (Steve King). City Staff: Jorge E. Rousselin, 974-2975.

REQUESTING Neighborhood Planning
DEPARTMENT: and Zoning

DIRECTOR'S
AUTHORIZATION: Greg Guernsey

RESTRICTIVE COVENANT TERMINATION REVIEW SHEET

CASE: C14-87-030B (RCT)

P.C. DATE: December 13, 2005

January 10, 2006

January 24, 2006

ADDRESS: 805 West 37th Street

OWNER: CAMCO Building II, Ltd.
(J. David Trotter)

AGENT: Consort Inc. (Steve king)

EXISTING ZONING: GR-MU-CO-NP (Community Commercial-mixed use-conditional overlay-neighborhood plan) combining district

AREA: 0.710 Acres (30,927.6 square feet)

SUMMARY PC RECOMMENDATION:

January 24, 2006:

APPROVED STAFF'S RECOMMENDATION TO TERMINATE THE RESTRICTIVE COVENANT.

[C.GALINDO, J.REDDY 2ND] (9-0)

SUMMARY STAFF RECOMMENDATION (PLEASE REFER TO EXHIBITS):

Staff recommends termination of the restrictive covenant under document No. 00098208 pertaining to land use, impervious cover, and landscaping and as referenced in Zoning case C14-87-030B(RTC) for the purpose of developing a medical office and associated parking lot.

DEPARTMENT COMMENTS:

The subject property is currently an existing surface parking lot accessed from West 37th Street. The existing restrictive covenant includes the following two restrictions on the property (Please see Exhibit A):

1. Upon redevelopment, the property shall conform to LO (limited office) site development regulations, as defined in Section 2429 in Chapter 13-2A of the Austin City Code. If however, the property is developed exclusively for surface parking, then the maximum impervious cover shall be 80 percent.
2. Upon redevelopment, the property shall comply with the Landscaping regulations as defined in section 5600 through 5635 in Chapter 13-2A of the Austin City Code.

The applicant has requested to terminate the existing restrictive covenant for the propose of developing an 8,000 square foot medical office building. An approved site plan exists under SP-05-1397C (Please see Exhibit B).

On August 10, 2004, Travis Bank Park, Section 2 plat was re-platted as 37th Street Medical Subdivision under recorded document # 200400248 (Please see Exhibit C). The existing plat includes note #7 which states:

- *This subdivision is restricted to uses other than residential.*

Therefore, the restrictive covenant provision requiring parkland dedication in conjunction with residential uses will not apply.

Furthermore, the subject property was rezoned on August 26, 2004 to GR-MU-CO-NP under Ordinance 040826-57 enacting the Central Austin Combined Neighborhood Plan. The property is subject to the following conditions under the ordinance:

1. The subject property may be developed as a neighborhood mixed use building special use as set forth in Sections 25-2-1502 through 25-2-150;
2. The maximum height is 40 feet from ground level;
3. Drive-in service is prohibited as an accessory use to commercial uses;
4. The following uses are prohibited uses:

<ul style="list-style-type: none"> ▪ Automobile rentals ▪ Automobile sales ▪ Construction sales and services ▪ Indoor sports and recreation ▪ Outdoor sports and recreation ▪ Service station ▪ Automobile repair services 	<ul style="list-style-type: none"> ▪ Automobile washing (of any type) ▪ Drop-off recycling collection facilities ▪ Outdoor entertainment ▪ Pawn shop services
---	---
1. The following uses are conditional uses:

<ul style="list-style-type: none"> ▪ Business or trade school; ▪ College and university facilities; ▪ Commercial off-street parking; ▪ Group home, Class II; ▪ Hospital services (general); 	<ul style="list-style-type: none"> ▪ Hotel-motel; ▪ Indoor entertainment; ▪ Research services; ▪ Residential treatment; ▪ Transitional housing
--	---

Staff recommends termination of the restrictive covenant under document No. 00098208 pertaining to land use, impervious cover, and landscaping and as referenced in Zoning case C14-87-030B(RTC) for the purpose of developing a medical office and associated parking lot for. The staff recommendation is intended to encourage a balance in land uses and the development of undeveloped land in the inner city core.

EXISTING ZONING AND LAND USES:

	ZONING	LAND USES
<i>Site</i>	GR-MU-CO-NP	Parking lot/ Undeveloped land
<i>North</i>	GR-NP	Parking garage / Medical offices
<i>South</i>	P-NP / SF-3-CO-NP	Single family residential / Post office
<i>East</i>	LO-MU-NP	Office complex
<i>West</i>	P-NP	Post office

NEIGHBORHOOD PLAN AREA: **TIA:** N/A

Central Austin Combined -- West University

WATERSHED: Shoal Creek**DESIRED DEVELOPMENT ZONE:** Yes**CAPITOL VIEW CORRIDOR:** N/A**HILL COUNTRY ROADWAY:** N/A**NEIGHBORHOOD ORGANIZATIONS:**

33--Heritage Neighborhood Assn.

511--Austin Neighborhoods Council

742--Austin Independent School District

754--Central Austin Neighborhoods Planning Area Committee

937--Taking Action Inc.

SCHOOLS:

Austin Independent School District

- Bryker Woods Elementary School
- O. Henry Middle School
- Austin High School

CASE HISTORIES:

NUMBER	REQUEST	PLANNING COMMISSION	CITY COUNCIL
C14P-87-026	Site Plan approval for Travis Bank remote parking facility.	11/03/87: PC Approval of CUP (9-0).	N/A
C8-04-0069.0A	Re-subdivision of Travis Bank Park Section 2 Subdivision.	06/08/04: PC disapproval by consent.	N/A Administrative approval on 08/10/04.
C14-04-0021	Central Austin Combined Neighborhood Plan various rezonings.	05/06/04: PC approved Staff recommendation (8-0)	05/19/04: Approved 3 rd Reading. (6-0)

RELATED CASES:

On August 10, 2004, Travis Bank Park, Section 2 plat was re-platted as 37th Street Medical Subdivision under recorded document # 200400248 (Please see Exhibit C).

CITY COUNCIL DATE: February 16, 2006

ACTION:

ORDINANCE READINGS:

1st

2nd

3rd

ORDINANCE NUMBER:

CASE MANAGER: Jorge E. Rousselin, NPZD

PHONE: 974-2975

E-MAIL: jorge.rousselin@ci.austin.tx.us

C14-73-045 (RCT)
C14-87-030B (RCT)
C8S-87-0989 (RCT)

Legend

Zoning

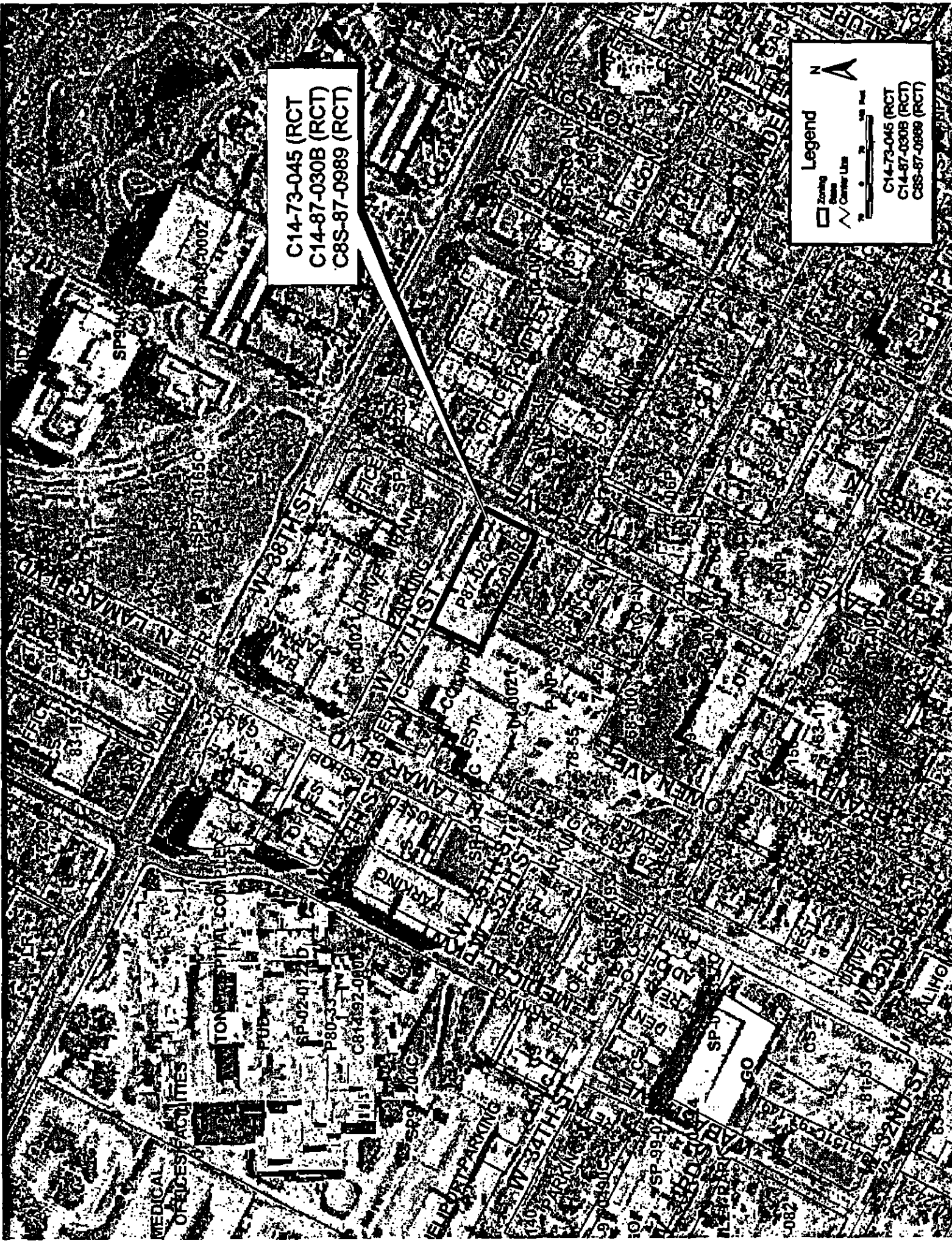
Boundary

Center Line

0 25 50 Feet

N

C14-73-045 (RCT)
C14-87-030B (RCT)
C8S-87-0989 (RCT)



DOC. NO.
00090208

FILM CODE
00004416601
Zoning Case No. C14-87-0308

RESTRICTIVE COVENANT

OWNER: Travis Bank and Trust, a wholly owned subsidiary of United Bank Inc. of Waco, a Texas Corporation

ADDRESS: P. O. Box 1428, Austin, Texas, 78765

CONSIDERATION: One and No/100 Dollars (\$1.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

Owner of the Property, for the consideration, impresses the Property with these covenants and restrictions running with the land:

1. Upon redevelopment, the Property shall conform to LO Limited Office site development regulations, as defined in Section 2429 in Chapter 13-2A of the Austin City Code. If, however, the Property is developed exclusively for surface parking, then the maximum impervious coverage of the Property shall be 80 percent.
2. Upon redevelopment, the Property shall comply with the Landscaping Regulations as defined in Sections 5600 through 5635 in Chapter 13-2A of the Austin City Code.
3. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law or in equity, against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
4. If any part of this agreement or covenant shall be declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
5. If at any time the City of Austin, its successors or assigns, fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
6. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owner(s) of the Property at the time of such modification, amendment or termination.

All citations to the Austin City Code shall refer to the Austin City Code of 1981, as amended from time to time, unless otherwise specified.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the 26 day of August, 1987.

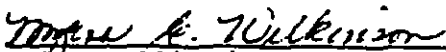
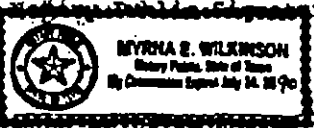
Travis Bank and Trust


J. Mike Battle
President and Chief Executive
Officer

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 26
day of August, 1987, by J. Mike Battle, President and
Chief Executive Officer of Travis Bank and Trust, a Texas
corporation, on behalf of said corporation.

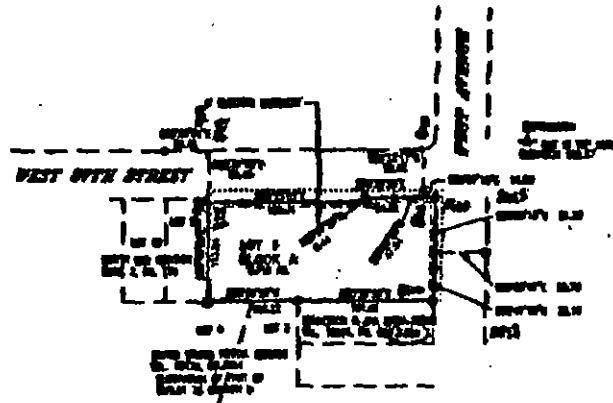

Myrna E. Wilkinson

Myrna E. WILKINSON
Notary Public, State of Texas
My Commission Expires July 24, 1990
Type or Print Notary Name

My Commission Expires: 7-14-90

87-030b.rc

37TH STREET MEDICAL SUBDIVISION

GRAPHIC SCALE APRIL 30, 2004



LEGEND
 1. LOT 10 TO 15
 2. LOT 16 TO 21
 3. LOT 22 TO 27
 4. LOT 28 TO 33
 5. LOT 34 TO 39
 6. LOT 40 TO 45
 7. LOT 46 TO 51
 8. LOT 52 TO 57
 9. LOT 58 TO 63
 10. LOT 64 TO 69
 11. LOT 70 TO 75
 12. LOT 76 TO 81
 13. LOT 82 TO 87
 14. LOT 88 TO 93
 15. LOT 94 TO 99
 16. LOT 100 TO 105
 17. LOT 106 TO 111
 18. LOT 112 TO 117
 19. LOT 118 TO 123
 20. LOT 124 TO 129
 21. LOT 130 TO 135
 22. LOT 136 TO 141
 23. LOT 142 TO 147
 24. LOT 148 TO 153
 25. LOT 154 TO 159
 26. LOT 160 TO 165
 27. LOT 166 TO 171
 28. LOT 172 TO 177
 29. LOT 178 TO 183
 30. LOT 184 TO 189
 31. LOT 190 TO 195
 32. LOT 196 TO 201
 33. LOT 202 TO 207
 34. LOT 208 TO 213
 35. LOT 214 TO 219
 36. LOT 220 TO 225
 37. LOT 226 TO 231
 38. LOT 232 TO 237
 39. LOT 238 TO 243
 40. LOT 244 TO 249
 41. LOT 250 TO 255
 42. LOT 256 TO 261
 43. LOT 262 TO 267
 44. LOT 268 TO 273
 45. LOT 274 TO 279
 46. LOT 280 TO 285
 47. LOT 286 TO 291
 48. LOT 292 TO 297
 49. LOT 298 TO 303
 50. LOT 304 TO 309
 51. LOT 310 TO 315
 52. LOT 316 TO 321
 53. LOT 322 TO 327
 54. LOT 328 TO 333
 55. LOT 334 TO 339
 56. LOT 340 TO 345
 57. LOT 346 TO 351
 58. LOT 352 TO 357
 59. LOT 358 TO 363
 60. LOT 364 TO 369
 61. LOT 370 TO 375
 62. LOT 376 TO 381
 63. LOT 382 TO 387
 64. LOT 388 TO 393
 65. LOT 394 TO 399
 66. LOT 400 TO 405
 67. LOT 406 TO 411
 68. LOT 412 TO 417
 69. LOT 418 TO 423
 70. LOT 424 TO 429
 71. LOT 430 TO 435
 72. LOT 436 TO 441
 73. LOT 442 TO 447
 74. LOT 448 TO 453
 75. LOT 454 TO 459
 76. LOT 460 TO 465
 77. LOT 466 TO 471
 78. LOT 472 TO 477
 79. LOT 478 TO 483
 80. LOT 484 TO 489
 81. LOT 490 TO 495
 82. LOT 496 TO 501
 83. LOT 502 TO 507
 84. LOT 508 TO 513
 85. LOT 514 TO 519
 86. LOT 520 TO 525
 87. LOT 526 TO 531
 88. LOT 532 TO 537
 89. LOT 538 TO 543
 90. LOT 544 TO 549
 91. LOT 550 TO 555
 92. LOT 556 TO 561
 93. LOT 562 TO 567
 94. LOT 568 TO 573
 95. LOT 574 TO 579
 96. LOT 580 TO 585
 97. LOT 586 TO 591
 98. LOT 592 TO 597
 99. LOT 598 TO 603
 100. LOT 604 TO 609
 101. LOT 610 TO 615
 102. LOT 616 TO 621
 103. LOT 622 TO 627
 104. LOT 628 TO 633
 105. LOT 634 TO 639
 106. LOT 640 TO 645
 107. LOT 646 TO 651
 108. LOT 652 TO 657
 109. LOT 658 TO 663
 110. LOT 664 TO 669
 111. LOT 670 TO 675
 112. LOT 676 TO 681
 113. LOT 682 TO 687
 114. LOT 688 TO 693
 115. LOT 694 TO 699
 116. LOT 700 TO 705
 117. LOT 706 TO 711
 118. LOT 712 TO 717
 119. LOT 718 TO 723
 120. LOT 724 TO 729
 121. LOT 730 TO 735
 122. LOT 736 TO 741
 123. LOT 742 TO 747
 124. LOT 748 TO 753
 125. LOT 754 TO 759
 126. LOT 760 TO 765
 127. LOT 766 TO 771
 128. LOT 772 TO 777
 129. LOT 778 TO 783
 130. LOT 784 TO 789
 131. LOT 790 TO 795
 132. LOT 796 TO 801
 133. LOT 802 TO 807
 134. LOT 808 TO 813
 135. LOT 814 TO 819
 136. LOT 820 TO 825
 137. LOT 826 TO 831
 138. LOT 832 TO 837
 139. LOT 838 TO 843
 140. LOT 844 TO 849
 141. LOT 850 TO 855
 142. LOT 856 TO 861
 143. LOT 862 TO 867
 144. LOT 868 TO 873
 145. LOT 874 TO 879
 146. LOT 880 TO 885
 147. LOT 886 TO 891
 148. LOT 892 TO 897
 149. LOT 898 TO 903
 150. LOT 904 TO 909
 151. LOT 910 TO 915
 152. LOT 916 TO 921
 153. LOT 922 TO 927
 154. LOT 928 TO 933
 155. LOT 934 TO 939
 156. LOT 940 TO 945
 157. LOT 946 TO 951
 158. LOT 952 TO 957
 159. LOT 958 TO 963
 160. LOT 964 TO 969
 161. LOT 970 TO 975
 162. LOT 976 TO 981
 163. LOT 982 TO 987
 164. LOT 988 TO 993
 165. LOT 994 TO 999
 166. LOT 1000 TO 1005
 167. LOT 1006 TO 1011
 168. LOT 1012 TO 1017
 169. LOT 1018 TO 1023
 170. LOT 1024 TO 1029
 171. LOT 1030 TO 1035
 172. LOT 1036 TO 1041
 173. LOT 1042 TO 1047
 174. LOT 1048 TO 1053
 175. LOT 1054 TO 1059
 176. LOT 1060 TO 1065
 177. LOT 1066 TO 1071
 178. LOT 1072 TO 1077
 179. LOT 1078 TO 1083
 180. LOT 1084 TO 1089
 181. LOT 1090 TO 1095
 182. LOT 1096 TO 1101
 183. LOT 1102 TO 1107
 184. LOT 1108 TO 1113
 185. LOT 1114 TO 1119
 186. LOT 1120 TO 1125
 187. LOT 1126 TO 1131
 188. LOT 1132 TO 1137
 189. LOT 1138 TO 1143
 190. LOT 1144 TO 1149
 191. LOT 1150 TO 1155
 192. LOT 1156 TO 1161
 193. LOT 1162 TO 1167
 194. LOT 1168 TO 1173
 195. LOT 1174 TO 1179
 196. LOT 1180 TO 1185
 197. LOT 1186 TO 1191
 198. LOT 1192 TO 1197
 199. LOT 1198 TO 1203
 200. LOT 1204 TO 1209
 201. LOT 1210 TO 1215
 202. LOT 1216 TO 1221
 203. LOT 1222 TO 1227
 204. LOT 1228 TO 1233
 205. LOT 1234 TO 1239
 206. LOT 1240 TO 1245
 207. LOT 1246 TO 1251
 208. LOT 1252 TO 1257
 209. LOT 1258 TO 1263
 210. LOT 1264 TO 1269
 211. LOT 1270 TO 1275
 212. LOT 1276 TO 1281
 213. LOT 1282 TO 1287
 214. LOT 1288 TO 1293
 215. LOT 1294 TO 1299
 216. LOT 1300 TO 1305
 217. LOT 1306 TO 1311
 218. LOT 1312 TO 1317
 219. LOT 1318 TO 1323
 220. LOT 1324 TO 1329
 221. LOT 1330 TO 1335
 222. LOT 1336 TO 1341
 223. LOT 1342 TO 1347
 224. LOT 1348 TO 1353
 225. LOT 1354 TO 1359
 226. LOT 1360 TO 1365
 227. LOT 1366 TO 1371
 228. LOT 1372 TO 1377
 229. LOT 1378 TO 1383
 230. LOT 1384 TO 1389
 231. LOT 1390 TO 1395
 232. LOT 1396 TO 1401
 233. LOT 1402 TO 1407
 234. LOT 1408 TO 1413
 235. LOT 1414 TO 1419
 236. LOT 1420 TO 1425
 237. LOT 1426 TO 1431
 238. LOT 1432 TO 1437
 239. LOT 1438 TO 1443
 240. LOT 1444 TO 1449
 241. LOT 1450 TO 1455
 242. LOT 1456 TO 1461
 243. LOT 1462 TO 1467
 244. LOT 1468 TO 1473
 245. LOT 1474 TO 1479
 246. LOT 1480 TO 1485
 247. LOT 1486 TO 1491
 248. LOT 1492 TO 1497
 249. LOT 1498 TO 1503
 250. LOT 1504 TO 1509
 251. LOT 1510 TO 1515
 252. LOT 1516 TO 1521
 253. LOT 1522 TO 1527
 254. LOT 1528 TO 1533
 255. LOT 1534 TO 1539
 256. LOT 1540 TO 1545
 257. LOT 1546 TO 1551
 258. LOT 1552 TO 1557
 259. LOT 1558 TO 1563
 260. LOT 1564 TO 1569
 261. LOT 1570 TO 1575
 262. LOT 1576 TO 1581
 263. LOT 1582 TO 1587
 264. LOT 1588 TO 1593
 265. LOT 1594 TO 1599
 266. LOT 1600 TO 1605
 267. LOT 1606 TO 1611
 268. LOT 1612 TO 1617
 269. LOT 1618 TO 1623
 270. LOT 1624 TO 1629
 271. LOT 1630 TO 1635
 272. LOT 1636 TO 1641
 273. LOT 1642 TO 1647
 274. LOT 1648 TO 1653
 275. LOT 1654 TO 1659
 276. LOT 1660 TO 1665
 277. LOT 1666 TO 1671
 278. LOT 1672 TO 1677
 279. LOT 1678 TO 1683
 280. LOT 1684 TO 1689
 281. LOT 1690 TO 1695
 282. LOT 1696 TO 1701
 283. LOT 1702 TO 1707
 284. LOT 1708 TO 1713
 285. LOT 1714 TO 1719
 286. LOT 1720 TO 1725
 287. LOT 1726 TO 1731
 288. LOT 1732 TO 1737
 289. LOT 1738 TO 1743
 290. LOT 1744 TO 1749
 291. LOT 1750 TO 1755
 292. LOT 1756 TO 1761
 293. LOT 1762 TO 1767
 294. LOT 1768 TO 1773
 295. LOT 1774 TO 1779
 296. LOT 1780 TO 1785
 297. LOT 1786 TO 1791
 298. LOT 1792 TO 1797
 299. LOT 1798 TO 1803
 300. LOT 1804 TO 1809
 301. LOT 1810 TO 1815
 302. LOT 1816 TO 1821
 303. LOT 1822 TO 1827
 304. LOT 1828 TO 1833
 305. LOT 1834 TO 1839
 306. LOT 1840 TO 1845
 307. LOT 1846 TO 1851
 308. LOT 1852 TO 1857
 309. LOT 1858 TO 1863
 310. LOT 1864 TO 1869
 311. LOT 1870 TO 1875
 312. LOT 1876 TO 1881
 313. LOT 1882 TO 1887
 314. LOT 1888 TO 1893
 315. LOT 1894 TO 1899
 316. LOT 1900 TO 1905
 317. LOT 1906 TO 1911
 318. LOT 1912 TO 1917
 319. LOT 1918 TO 1923
 320. LOT 1924 TO 1929
 321. LOT 1930 TO 1935
 322. LOT 1936 TO 1941
 323. LOT 1942 TO 1947
 324. LOT 1948 TO 1953
 325. LOT 1954 TO 1959
 326. LOT 1960 TO 1965
 327. LOT 1966 TO 1971
 328. LOT 1972 TO 1977
 329. LOT 1978 TO 1983
 330. LOT 1984 TO 1989
 331. LOT 1990 TO 1995
 332. LOT 1996 TO 2001
 333. LOT 2002 TO 2007
 334. LOT 2008 TO 2013
 335. LOT 2014 TO 2019
 336. LOT 2020 TO 2025
 337. LOT 2026 TO 2031
 338. LOT 2032 TO 2037
 339. LOT 2038 TO 2043
 340. LOT 2044 TO 2049
 341. LOT 2050 TO 2055
 342. LOT 2056 TO 2061
 343. LOT 2062 TO 2067
 344. LOT 2068 TO 2073
 345. LOT 2074 TO 2079
 346. LOT 2080 TO 2085
 347. LOT 2086 TO 2091
 348. LOT 2092 TO 2097
 349. LOT 2098 TO 2103
 350. LOT 2104 TO 2109
 351. LOT 2110 TO 2115
 352. LOT 2116 TO 2121
 353. LOT 2122 TO 2127
 354. LOT 2128 TO 2133
 355. LOT 2134 TO 2139
 356. LOT 2140 TO 2145
 357. LOT 2146 TO 2151
 358. LOT 2152 TO 2157
 359. LOT 2158 TO 2163
 360. LOT 2164 TO 2169
 361. LOT 2170 TO 2175
 362. LOT 2176 TO 2181
 363. LOT 2182 TO 2187
 364. LOT 2188 TO 2193
 365. LOT 2194 TO 2199
 366. LOT 2200 TO 2205
 367. LOT 2206 TO 2211
 368. LOT 2212 TO 2217
 369. LOT 2218 TO 2223
 370. LOT 2224 TO 2229
 371. LOT 2230 TO 2235
 372. LOT 2236 TO 2241
 373. LOT 2242 TO 2247
 374. LOT 2248 TO 2253
 375. LOT 2254 TO 2259
 376. LOT 2260 TO 2265
 377. LOT 2266 TO 2271
 378. LOT 2272 TO 2277
 379. LOT 2278 TO 2283
 380. LOT 2284 TO 2289
 381. LOT 2290 TO 2295
 382. LOT 2296 TO 2301
 383. LOT 2302 TO 2307
 384. LOT 2308 TO 2313
 385. LOT 2314 TO 2319
 386. LOT 2320 TO 2325
 387. LOT 2326 TO 2331
 388. LOT 2332 TO 2337
 389. LOT 2338 TO 2343
 390. LOT 2344 TO 2349
 391. LOT 2350 TO 2355
 392. LOT 2356 TO 2361
 393. LOT 2362 TO 2367
 394. LOT 2368 TO 2373
 395. LOT 2374 TO 2379
 396. LOT 2380 TO 2385
 397. LOT 2386 TO 2391
 398. LOT 2392 TO 2397
 399. LOT 2398 TO 2403
 400. LOT 2404 TO 2409
 401. LOT 2410 TO 2415
 402. LOT 2416 TO 2421
 403. LOT 2422 TO 2427
 404. LOT 2428 TO 2433
 405. LOT 2434 TO 2439
 406. LOT 2440 TO 2445
 407. LOT 2446 TO 2451
 408. LOT 2452 TO 2457
 409. LOT 2458 TO 2463
 410. LOT 2464 TO 2469
 411. LOT 2470 TO 2475
 412. LOT 2476 TO 2481
 413. LOT 2482 TO 2487
 414. LOT 2488 TO 2493
 415. LOT 2494 TO 2499
 416. LOT 2500 TO 2505
 417. LOT 2506 TO 2511
 418. LOT 2512 TO 2517
 419. LOT 2518 TO 2523
 420. LOT 2524 TO 2529
 421. LOT 2530 TO 2535
 422. LOT 2536 TO 2541
 423. LOT 2542 TO 2547
 424. LOT 2548 TO 2553
 425. LOT 2554 TO 2559
 426. LOT 2560 TO 2565
 427. LOT 2566 TO 2571
 428. LOT 2572 TO 2577
 429. LOT 2578 TO 2583
 430. LOT 2584 TO 2589
 431. LOT 2590 TO 2595
 432. LOT 2596 TO 2601
 433. LOT 2602 TO 2607
 434. LOT 2608 TO 2613
 435. LOT 2614 TO 2619
 436. LOT 2620 TO 2625
 437. LOT 2626 TO 2631
 438. LOT 2632 TO 2637
 439. LOT 2638 TO 2643
 440. LOT 2644 TO 2649
 441. LOT 2650 TO 2655
 442. LOT 2656 TO 2661
 443. LOT 2662 TO 2667
 444. LOT 2668 TO 2673
 445. LOT 2674 TO 2679
 446. LOT 2680 TO 2685
 447. LOT 2686 TO 2691
 448. LOT 2692 TO 2697
 449. LOT 2698 TO 2703
 450. LOT 2704 TO 2709
 451. LOT 2710 TO 2715
 452. LOT 2716 TO 2721
 453. LOT 2722 TO 2727
 454. LOT 2728 TO 2733
 455. LOT 2734 TO 2739
 456. LOT 2740 TO 2745
 457. LOT 2746 TO 2751
 458. LOT 2752 TO 2757
 459. LOT 2758 TO 2763
 460. LOT 2764 TO 2769
 461. LOT 2770 TO 2775
 462. LOT 2776 TO 2781
 463. LOT 2782 TO 2787
 464. LOT 2788 TO 2793
 465. LOT 2794 TO 2799
 466. LOT 2800 TO 2805
 467. LOT 2806 TO 2811
 468. LOT 2812 TO 2817
 469. LOT 2818 TO 2823
 470. LOT 2824 TO 2829
 471. LOT 2830 TO 2835
 472. LOT 2836 TO 2841
 473. LOT 2842 TO 2847
 474. LOT 2848 TO 2853
 475. LOT 2854 TO 2859
 476. LOT 2860 TO 2865
 477. LOT 2866 TO 2871
 478. LOT 2872 TO 2877
 479. LOT 2878 TO 2883
 480. LOT 2884 TO 2889
 481. LOT 2890 TO 2895
 482. LOT 2896 TO 2901
 483. LOT 2902 TO 2907
 484. LOT 2908 TO 2913
 485. LOT 2914 TO 2919
 486. LOT 2920 TO 2925
 487. LOT 2926 TO 2931
 488. LOT 2932 TO 2937
 489. LOT 2938 TO 2943
 490. LOT 2944 TO 2949
 491. LOT 2950 TO 2955
 492. LOT 2956 TO 2961
 493. LOT 2962 TO 2967
 494. LOT 2968 TO 2973
 495. LOT 2974 TO 2979
 496. LOT 2980 TO 2985
 497. LOT 2986 TO 2991
 498. LOT 2992 TO 2997
 499. LOT 2998 TO 3003
 500. LOT 3004 TO 3009
 501. LOT 3010 TO 3015
 502. LOT 3016 TO 3021
 503. LOT 3022 TO 3027
 504. LOT 3028 TO 3033
 505. LOT 3034 TO 3039
 506. LOT 3040 TO 3045
 507. LOT 3046 TO 3051
 508. LOT 3052 TO 3057
 509. LOT 3058 TO 3063
 510. LOT 3064 TO 3069
 511. LOT 3070 TO 3075
 512. LOT 3076 TO 3081
 513. LOT 3082 TO 3087
 514. LOT 3088 TO 3093
 515. LOT 3094 TO 3099
 516. LOT 3100 TO 3105
 517. LOT 3106 TO 3111
 518. LOT 3112 TO 3117
 519. LOT 3118 TO 3123
 520. LOT 3124 TO 3129
 521. LOT 3130 TO 3135
 522. LOT 3136 TO 3141
 523. LOT 3142 TO 3147
 524. LOT 3148 TO 3153
 525. LOT 3154 TO 3159
 526. LOT 3160 TO 3165
 527. LOT 3166 TO 3171
 528. LOT 3172 TO 3177
 529. LOT 3178 TO 3183
 530. LOT 3184 TO 3189
 531. LOT 3190 TO 3195
 532. LOT 3196 TO 3201
 533. LOT 3202 TO 3207
 534. LOT 3208 TO 3213
 535. LOT 3214 TO 3219
 536. LOT 3220 TO 3225
 537. LOT 3226 TO 3231
 538. LOT 3232 TO 3237
 539. LOT 3238 TO 3243
 540. LOT 3244 TO 3249
 541. LOT 3250 TO 3255
 542. LOT 3256 TO 3261
 543. LOT 3262 TO 3267
 544. LOT 3268 TO 3273
 545. LOT 3274 TO 3279
 546. LOT 3280 TO 3285
 547. LOT 3286 TO 3291
 548. LOT 3292 TO 3297
 549. LOT 3298 TO 3303
 550. LOT 3304 TO 3309
 551. LOT 3310 TO 3315
 552. LOT 3316 TO 3321
 553. LOT 3322 TO 3327
 554. LOT 3328 TO 3333
 555. LOT 3334 TO 3339
 556. LOT 3340 TO 3345
 557. LOT 3346 TO 3351
 558. LOT 3352 TO 3357
 559. LOT 3358 TO 3363
 560. LOT 3364 TO 3369
 561. LOT 3370 TO 3375
 562. LOT 3376 TO 3381
 563. LOT 3382 TO 3387
 564. LOT 3388 TO 3393
 565. LOT 3394 TO 3399
 566. LOT 3400 TO 3405
 567. LOT 3406 TO 3411
 568. LOT 3412 TO 3417
 569. LOT 3418 TO 3423
 570. LOT 3424 TO 3429
 571. LOT 3430 TO 3435
 572. LOT 3436 TO 3441
 573. LOT 3442 TO 3447
 574. LOT 3448 TO 3453
 575. LOT 3454 TO 3459
 576. LOT 3460 TO 3465
 577. LOT 3466 TO 3471
 578. LOT 3472 TO 3477
 579. LOT 3478 TO 3483
 580. LOT 3484 TO 3489
 581. LOT 3490 TO 3495
 582. LOT 3496 TO 3501
 583. LOT 3502 TO 3507
 584. LOT 3508 TO 3513
 585. LOT 3514 TO 3519
 586. LOT 3520 TO 3525
 587. LOT 3526 TO 3531
 588. LOT 3532 TO 3537
 589. LOT 3538 TO 3543
 590. LOT 3544 TO 3549
 591. LOT 3550 TO 3555
 592. LOT 3556 TO 3561
 593. LOT 3562 TO 3567
 594. LOT 3568 TO 3573
 595. LOT 3574 TO 3579
 596. LOT 3580 TO 3585
 597. LOT 3586 TO 3591
 598. LOT 3592 TO 3

FROM: Tim Blackwood
3505 West Ave.

TO: The Planning Commission of the City of Austin

RE: Case Nos.## C14-87-030B (RCT)
C14-73-045 (RCT)
C8S-87-098 (RCT)

ADDRESS: 805 West 37th Street

I request a postponement of the referenced cases from January 10, 2006 until January 24, 2006 because I wish to speak in opposition to the applications but must be out of town on business on January 10, 2006.

Signed: 

Dated: **1-8-2006**

TERMINATION OF RESTRICTIVE COVENANT
FOR
ZONING CASE: C14-87-030B

Owner: Camco Building II, Ltd., a Texas limited partnership

Address: 1016 Mopac Circle; Suite 102, Austin, Texas 78746

City: The City of Austin, a home-rule city, municipal corporation and political subdivision of the State of Texas, in Travis County, Texas.

City Council: The City Council of the City of Austin.

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Owner to the City of Austin, the receipt and sufficiency of which is acknowledged.

WHEREAS, Travis Bank and Trust, a wholly owned subsidiary of United Bank Inc., a Texas corporation, as owner of all that certain property described in Zoning File No. C14-87-030B (the "Original Property"), as more particularly described in the restrictive covenant recorded in the Real Property Records of Travis County, Texas, in Volume 10801, beginning at Page 242, (the "Restrictive Covenant"), imposed certain restrictions and covenants on the Original Property by the Restrictive Covenant of record; and,

WHEREAS, the Restrictive Covenant provided that the covenant could be modified, amended, or terminated by joint action of both (a) a majority of the members of the City Council and (b) the Owner of the Property at the time of such modification, amendment or termination; and,

WHEREAS, Camco Building II, Ltd., a Texas limited partnership, is the sole and current owner (the "Owner") of the Original Property on the date of this termination and desires to terminate the Restrictive Covenant; and,

WHEREAS, the City Council and the Owner, as the sole and current owner of the Original Property, agree the Restrictive Covenant should be terminated;

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants, and agreements hereinafter set forth, the City of Austin and the Owner, agree as follows:

1. The Restrictive Covenant is terminated by this termination. Each and every one of the terms, conditions, and provisions of the Restrictive Covenant, as set forth in the Restrictive Covenant, shall have no force or effect on and after the effective date of this termination.
2. The City Manager, or his designee, shall execute, on behalf of the City, this Termination of Restrictive Covenant for Zoning File No. C14-87-030B (the "Termination of Restrictive Covenant") as authorized by the City Council of the City of Austin. This Termination of Restrictive Covenant shall be filed in the Real Property Records of Travis County, Texas, which will terminate the document of record in Volume 10801, beginning at Page 242.

EXECUTED this the _____ day of _____, 2006.

OWNER:

Camco Building II, Ltd., a Texas limited partnership

By: **Joca, Inc., a Texas corporation,
General Partner**

By: _____
**J. David Trotter,
Vice President**

CITY OF AUSTIN:

By: _____
**Laura J. Huffman,
Assistant City Manager,
City of Austin**

THE STATE OF TEXAS
COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the _____ day of _____ 2006, by J. David Trotter, Vice President of Joca, Inc., a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as General Partner on behalf of Camco Building II, Ltd., a Texas limited partnership.

Notary Public, State of Texas

Word

Word

Word

Word

Word